

# KING & SPALDING

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## F A C S I M I L E

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DATE: August 28, 2007

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FROM: Shirley E. Brosmore, Patent Agent 6979 Our Ref. #: 13829.105005

NUMBER OF PAGES (Including Cover Page): 15

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MESSAGE:

Applicant: Cates, et al.  
 Serial No: 10/791,196  
 Filed: March 2, 2004  
 For: BLOOD VESSEL SEALING SYSTEM  
 Paper Submitted: Fax Cover Sheet (1 pg.)  
 Transmittal (1 pg.)  
 Revocation and Grant of Power of Attorney; Change of Correspondence Address;  
 Change of Attorney Docket Number; and Statement Under 37 C.F.R. 3.73(b) (13 pgs.)

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Shirley E. Brosmore, Reg. No. 56,167

U.S. Patent Application No. 10/791,196

Change of Attorney Docket Number

Please reference the Attorney Docket Number **13829.105005** on all future correspondence in the application.

Statement Under 37 CFR 3.73(b)

Assignee, CCH Associates, LLC, a corporation of the State of Georgia, having a place of business at 108 Church Street, Hiawassee, GA 30546, certifies that it is the assignee of the entire right, title, and interest in the above-identified patent application by virtue of a chain of title from the respective inventors of the subject matter disclosed and claimed therein. The chain of title is as set forth below.

1. An assignment from the inventors, Christopher U. Cates, William D. Knopf, and Douglass G. Whitney to Cardiovascular Ventures, Inc. of the parent patent application (Serial No. 07/817,587, filed January 7, 1992, now U.S. Patent No. 6,056,768). The assignment was recorded in the United States Patent and Trademark Office on June 15, 2000, at Reel 010901, Frame 0232;
2. An assignment from Cardiovascular Ventures, Inc. to CCH Associates, LLC (a Florida corporation), of the parent patent application (Serial No. 07/817,587, filed January 7, 1992, now U.S. Patent No. 6,056,768). The assignment was recorded in the United States Patent and Trademark Office on June 15, 2000, at Reel 010901, Frame 0210; and
3. An assignment from CCH Associates, LLC (a Florida corporation) to CCH Associates, LLC (a Georgia corporation), of the parent patent application (Serial No. 07/817,587, filed January 7, 1992, now U.S. Patent No. 6,056,768).

Copies of the assignments are attached.

U.S. Patent Application No. 10/791,196

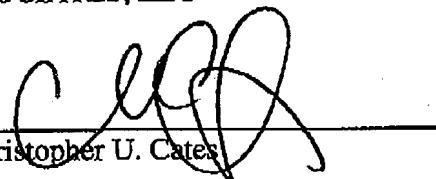
The undersigned is empowered to sign this Revocation and Grant of Power of Attorney on behalf of the Assignee.

CCH ASSOCIATES, LLC

Date: 8/23/07

By: \_\_\_\_\_

Christopher U. Cates



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ASSIGNMENT0306-1-02  
0306-6-10

WHEREAS, we, CHRISTOPHER U. CATES, WILLIAM D. KNOPF, and DOUGLASS G. WHITNEY, all citizens of the United States, residing respectively at Dunwoody, in the county DeKalb; at Atlanta, in the county of Fulton; and at Roswell, in the county of Fulton, all in the State of Georgia, have invented certain improvements in a "BLOOD VESSEL SEALING SYSTEM" for which we are making application for Letters Patent of the United States; and

WHEREAS, CARDIOVASCULAR VENTURES, INC., a corporation organized and existing under the laws of the State of Georgia, having its principal place of business in Atlanta, in the County of DeKalb and State of Georgia, is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of the sum of five dollars (\$5.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledge, we, CHRISTOPHER U. CATES, WILLIAM D. KNOPF, and DOUGLASS G. WHITNEY, by these presents, do sell, assign and transfer to the said CARDIOVASCULAR VENTURES, INC., our full and exclusive rights to said invention throughout the world, as described in the application for United States Letters Patent Serial No. 07/817,587, filed January 7, 1992, preparatory to obtaining Letters Patent of the United States therefor together with all divisional, continuing and reissue applications based thereon; and we hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent to the said CARDIOVASCULAR VENTURES, INC., as the assignee, for its

CVI 02179

PATENT

REEL: 010901 FRAME: 0235

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment" or "Agreement") is made this 24 day of May, 2000 (the "Effective Date"), by and between CARDIOVASCULAR VENTURES, INC., (hereinafter referred to as the "Assignor") and CCH Associates, L.L.C. (a Florida Corporation) (referred to as the "Assignee").

WHEREAS, the Assignor is the owner of a living tissue sealing system and method, (hereinafter referred to as "the Product") with respect to which applications for Patent were filed in the United States Patent and Trademark Office as follows:

January 7, 1992, Patent Application #07/817,587;

May 20, 1994, Continuation In Part Patent Application #08/247,069;

February 3, 1995, Continuation Patent Application #08/383,256;

February 7, 1995, Foreign Patent Application #PCT/US/95/01598;

June 7, 1995, Divisional Patent Application # 08/487,933;

June 7, 1995, Divisional Patent Application # 08/487,934; AND

June 7, 1995, Divisional Patent Application # 08/487,935;

WHEREAS, the Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, any and all rights that Assignor has in and to the Product and related Patents and the registration thereof, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successor and assigns, all of Assignor's right, title, and interest in the United States and throughout the world in and to:
  - a. The Product, including all trade secrets and other proprietary rights related thereto, and all patented and unpatented improvements and modifications thereto;
  - b. United States of America patent application filed January 7, 1992, Patent Pending No. 07/817,587 (issued May 2, 2000, as Patent No. 6,056,768); United States of America patent application, filed on May 20, 1994, Patent Pending No. 08-247069; United States of America continuation patent application filed February 3, 1995, Patent Pending No.

08/383,256; Foreign Patent application filed February 7, 1995, Foreign Patent Pending No. PCT/US/95/01598; and divisional patent applications filed June 7, 1995, Patent Pending Nos. 08-487933, 08-487934, and 08-487935.

- c. All applications for patent and like protection on the Product that have now been or may in the future be made by Assignor or Assignor's legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- d. All patents and like protection that have now been or may in the future be granted on the Product to Assignor or Assignor's legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
- e. All substitutions for and divisions, continuations, continuations-in-part, renewals, extensions, and the like of such applications and patents and like grants including, without limitation, those obtained or permissible under past, present, and future law and statutes;
- f. All rights of action on account of past, present, and future unauthorized use of the Product and for infringement of such patents and like protection;
- g. The right of Assignee to file in its name applications for patents and like protection for the Product in any country and countries foreign to the United States; and
- h. All international rights of priority associated with the Product, applications, patents and like protection (subsections (a) through and including subsection (h) are collectively referred to as the "Rights").

2. **Cooperation.** Assignor covenants and agrees that Assignor will cooperate with Assignee and timely perform any reasonable request that allows Assignee to enjoy the fullest extent of the benefit of this Agreement. Such cooperation shall include but not be limited to:

- a. Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed;
- b. Prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by Assignee for prosecuting patent applications, for filing and prosecuting substitute, division, continuing, or additional applications in the United States and/or foreign countries, for filing and prosecuting applications for

reissuance of letters patent, and for interference proceedings involving and covering any of the Rights;

- c. Prompt assistance and cooperation, including but not limited to, execution of documents and testifying in the prosecution of legal proceedings involving any of the Rights, including but not limited to, patent prosecution, interference proceedings, infringement court actions, opposition proceedings, cancellation proceedings, priority contests, unfair competition court actions, trade secret court actions, public use proceedings, slander, license breach and royalty collection proceedings and any other legal proceedings.
3. Assumption. Assignee does hereby accept this Assignment and as part of the consideration therefore assumes all of the obligations of the Assignor relating to the Patent arising and to be performed from and after the date of this Agreement.
4. Representation. Assignor hereby represents and warrants to Assignee that he has full authority to enter into and perform this Agreement and to convey all right, title, and interest in the Product and Patent as set forth herein.
5. Choice of Law. This Assignment shall be governed and construed in accordance with the laws of the State of Florida.
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed under seal as of the day and year first written above.

ASSIGNEE:

CCH Associates, L.L.C.

By: \_\_\_\_\_



As its: \_\_\_\_\_

President

(Print Title)

STATE of Georgia )  
COUNTY of Gwinnett )RECEIVED  
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Sworn to and subscribed before me by Christopher U. Cates as  
 the President of CCH Associates, L.L.C., who is  personally  
 known to me or [ ] who presented \_\_\_\_\_ as identification, this  
24 day of May, 2000.

John E. Bellor  
Notary Public

My Commission Expires: Feb. 23, 2002ASSIGNOR:

Cardiovascular Ventures, Inc.

BY: Christopher U. Cates  
Christopher U. Cates

As its: President  
Print Title

STATE of Georgia )  
COUNTY of Gwinnett )

Sworn to and subscribed before me by CHRISTOPHER U. CATES, as an  
 authorized representative of Cardiovascular Ventures, Inc., who is  personally known to me  
 or [ ] who presented \_\_\_\_\_ as identification, this 24 day of  
May, 2000.

John E. Bellor  
Notary Public

My Commission Expires: Feb. 23, 2002

## Cardiovascular Ventures, Inc.

AND BY:

Robert C. C. Hornak

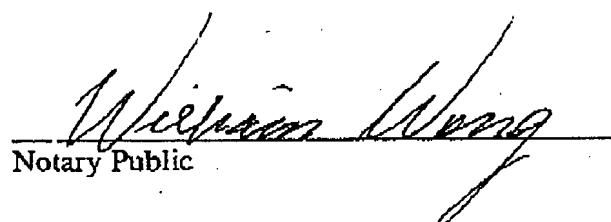
As its:

Print Title

STATE of Alabama,COUNTY of Jefferson,

Sworn to and subscribed before me by ROBERT C. C. HORNAK, as an authorized representative of Cardiovascular Ventures, Inc., who is  personally known to me or  who presented Driver's License as identification, this 26<sup>th</sup> day of May, 2000.

Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct. 27, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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**ASSIGNMENT OF PATENTS AND INVENTIONS**

**AUG 28 2007**

WHEREAS, CCH Associates, LLC, a corporation of the State of Florida, having its principal place of business at 8144 First Coast Road, #206, Amelia Island, Florida 32034-6649 (hereinafter "ASSIGNOR"), owns certain inventions and improvements disclosed in the following Letters Patent:

Title	Patent No.
Blood Vessel Sealing System	6,056,768
Blood Vessel Sealing System	6,162,240
Blood Vessel Sealing System	6,669,261

WHEREAS, CCH Associates, LLC, a corporation of the State of Georgia, having a place of business at 108 Church Street, Hiawassee, GA 30546 (hereinafter, "ASSIGNEE") is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of a royalty of 10% of all revenues resulting from the litigation of these patents and the licensing of these patents, payable by CCH Associates, LLC (Georgia) to CCH Associates, LLC (Florida) on an annual basis, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE the full, exclusive and entire right, title, and interest in and to said Letters Patents, in and to any divisions, continuations, and reissues thereof, and in and to all inventions and improvements disclosed and described in said Letters Patents, to ASSIGNEE, as the assignee, for its interest and for the sole use and benefit of ASSIGNEE and its assigns and legal representatives.

For the same consideration, ASSIGNOR by these presents does sell, assign, and transfer to ASSIGNEE the full, exclusive, and entire right, title and interest in and to any foreign application or applications corresponding to said Letters Patents, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of ASSIGNEE, or its designee insofar as permitted by applicable law.

AND, for the same consideration, ASSIGNOR agrees to sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

ASSIGNOR further agrees that all necessary records of ASSIGNOR to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to ASSIGNEE, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this 6<sup>th</sup> day of July, 2006.

ASSIGNOR: CCH ASSOCIATES, LLC

[Corporate Seal]

By: Christopher U. Cates

## Certificate of Acknowledgment

STATE OF GeorgiaCOUNTY OF Dekalb

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 6<sup>th</sup> day of July, 2006, personally appeared Christopher U. Cates, M.D., to me known personally, and who, being by me duly sworn, deposes and says that he is the Manager of CCH Associates, LLC, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Christopher U. Cates, M.D acknowledged said instrument to be the free act and deed of said corporation.

Christopher U. Cates

NOTARY PUBLIC

My Commission Expires:

Notary Public, Fulton County, Georgia  
My Commission Expires March 25, 2007